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Contract No.: 162-9513-2

Agreement to Supply: EMPLOYEE VOLUNTARY BENEFITS PLAN

This agreement, made and entered into this the _____ day of _____, 2006, is by and between the **CITY OF FORT LAUDERDALE**, a Florida municipality, City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL 33301, hereinafter called the "City" and

Name of **CONTRACTOR**: American Family Life Assurance Co. of Columbus (AFLAC)

Address: 1932 Wynnton Road

City: Columbus

State: GA

Zip: 31999-0001

A Corporation ☒ A Partnership ☐ An Individual ☐ Other: _____

authorized to do business in the State of Florida, hereinafter called the "Company" or "Contractor." Witnesseth that: Whereas, the City did advertise and issue a Request for Proposal (RFP) for supplying the requirements of the City for the items and/or service listed above for a period of 162-9513 and the Contractor submitted a proposal that was accepted and approved by the City.

Formal authorization of this contract was adopted by the City Commission on: October 17, 2006 Pur-10

Now, therefore, for and in consideration of the premises and the mutual covenants herein contained, the parties covenant and agree as follows:

1. The Company agrees to provide an employee-paid voluntary benefits program during the period beginning 01/01/07 and ending 12/31/10 for the requirements listed above and according to the following specifications, terms, covenants and conditions:

a. The Request for Proposal containing General Conditions, Special Conditions, Specifications, addenda, if any, and other attachments forming a part of RFP Number 162-9513 and the Contractor's proposal in response, form a part of this contract and by reference are made a part hereof.

b. In construing the rights and obligations between the parties, the order of priority in cases of conflict between the documents shall be as follows:

- 1) This contract Form G-110, Rev. 12/00
- 2) The City's RFP and all addenda thereto
- 3) Contractor's proposal in response to the City's RFP

c. **Warranty**: The Company by executing this contract embodying the terms herein warrants that the product and/or service that is supplied to the City shall remain fully in accord with the specifications and be of the highest quality. In the event any product and/or service as supplied to the City is found to be defective or does not conform to specifications the City reserves the right to cancel that order upon written notice to the Contractor and to adjust billing accordingly.

d. **Cancellation**: The City may cancel this contract upon notice in writing should the Contractor fail to reasonably perform the service of furnishing the products and/or services as specified herein upon 30 days written notice. This applies to all items of goods or services.

e. **Taxes Exempt**: State Sales (#16-03-196479-54C) and Federal Excise (#59-600319) Taxes are normally exempt, however, certain transactions are taxable. Consult your tax practitioner for guidance where necessary.

f. **Invoicing**: Contractor will forward all invoices in duplicate for payment to the following: Finance Department, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. If discount, other than prompt payment terms applies, such discount MUST appear on the invoice.

2. Contract Special Conditions: The following special conditions are made a part of and modify the standard provisions contained in the RFP.

The following paragraph replaces the paragraph set forth in Section 20 of Part III - Special Conditions, of the RFP:

AFLAC agrees to protect, defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, from and against any and all claims, judgments, suits or actions at law, including any award or attorney fees and any award of costs, in connection with AFLAC insurance policies ("Policies") issued to the employees of the City through the payroll account which result from (i) the failure of AFLAC to comply with the provisions of the issued Policies; or (ii) a coverage or claim dispute between a City employee and AFLAC with respect to the coverage provided under Policies issued to those employees who apply for and pay the premium due; or (iii) a coverage or claim dispute between a City employee and AFLAC related to the timeliness of the City's remittance of a City employee's payroll deduction for a premium for any of the Policies to AFLAC; or (iv) a coverage or claim dispute between a City employee and AFLAC related to the City's failure to remit a City employee's payroll deduction for a premium for any of the Policies to AFLAC as a result of events or circumstances beyond the City's control. This hold harmless shall not apply to claims arising out of or related to any criminal misconduct by the City or related to the City's responsibilities under any applicable State and Federal laws. AFLAC shall defend and/or settle such claims and lawsuits at AFLAC's own expense, legal counsel being subject to the City's approval. This Agreement shall not create any third party rights.

The following three sentences, shown as stricken through, contained in Section 28 of Part III - Special Conditions, of the RFP, are deleted:

~~The City is to be added as an "additional insured" with relation to General Liability and Automobile Insurance. Any costs for adding the City as "additional insured" will be at the contractor's expense.~~

* * *

~~In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for both General Liability and Automobile.~~

The following paragraph is inserted before the line "Certificate holder should be addressed as follows:" in Section 28 of Part III - Special Conditions, of the RFP:

The Contractor shall provide to the City of Fort Lauderdale a Certificate of Insurance for Professional Liability insurance showing the following coverage:

Limits: \$1,000,000 per occurrence

\$2,000,000 aggregate with defense costs in addition to limits

3. Contract Summary:

a. Attachments:

American Family Life Assurance Company of Columbus (AFLAC)'s response to the RFP and a copy of the RFP document

b. Insurance: Yes ☒ No ☐

c. Performance Bond/Letter of Credit: Yes ☐ No ☒

d. Procurement Specialist's Initials: MW

4. Contractor's Phone Numbers: Toll Free: 1-800-992-3522

Office: 706-660-7452

5. Contractor's Fax Number: 706-320-4659

6. Contractor's E-Mail Address: kimballster@aflac.com

Website: www.aflac.com

City of Fort Lauderdale

By:



Director of Procurement Services (City Manager's Designee)

Date:

11/21/06

Auth: Sec. 2-180(8) of Code and Procurement Memo No. 04-03



Assistant City Attorney (approved as to form)

Date:

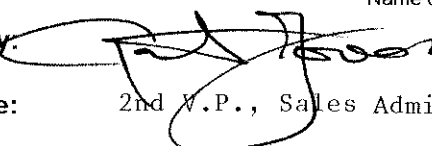
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Contractor/Vendor

Jason Goodroe

Name of Company Officer (please type or print)

By:



Authorized Officer's Signature

Title:

2nd V.P., Sales Administration

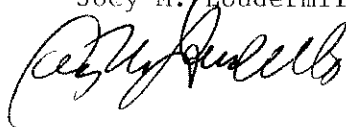
Date:

11/16/06

Joey M. Loudermilk

Secretary (please type or print)

Attest:

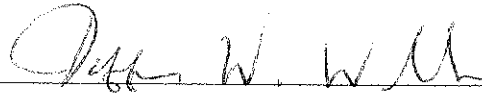


Signature of Secretary

CERTIFICATE OF INSURANCE

RE: Agreement Between the City of Ft. Lauderdale and American Family Life Assurance Company of Columbus (Aflac). Contract No.: 162-9513-2

Now Comes American Family Life Assurance Company Of Columbus (Aflac) and hereby certifies to the City that Aflac is self insured for Professional Liability to the extent required by Paragraph 2 of the above referenced Agreement. This certification creates no third party rights. Attached hereto and made a part of this certification is a copy of the most current Audited Financial Statement of Aflac Incorporated. This Certification is hereby made a part of the Agreement by this reference.



Jefferson W. Willis
Vice President, Senior Associate Counsel
Legal Division

Date:

November 6, 2006